

Joseph R. Saveri (State Bar No. 130064)  
Andrew M. Purdy (State Bar No. 261912)  
Matthew S. Weiler (State Bar No. 236052)  
James G. Dallal (State Bar No. 277826)  
Ryan J. McEwan (State Bar No. 285595)  
JOSEPH SAVERI LAW FIRM, INC.  
505 Montgomery Street, Suite 625  
San Francisco, California 94111  
Telephone: (415) 500-6800  
Facsimile: (415) 395-9940  
Email: jsaveri@saverilawfirm.com  
apurdy@saverilawfirm.com  
mweiler@saverilawfirm.com  
jdallal@saverilawfirm.com  
rmcewan@saverilawfirm.com

*Interim Lead Class Counsel for Direct Purchaser Plaintiffs*

Joseph W. Cotchett (State Bar No. 36324)  
Steven N. Williams (State Bar No. 175489)  
Elizabeth Tran (State Bar No. 280502)  
COTCHETT PITRE & MCCARTHY LLP  
840 Malcolm Road  
Burlingame, CA 94010  
Telephone: (650) 697-6000  
Facsimile: (650) 697-0577  
Email: jcotchett@cpmlegal.com  
swilliams@cpmlegal.com  
etran@cpmlegal.com

*Interim Lead Class Counsel for Indirect Purchaser Plaintiffs*

[Additional Counsel Listed on Signature Page]

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**IN RE CAPACITORS ANTITRUST  
LITIGATION**

**THIS DOCUMENT RELATES TO  
ALL ACTIONS**

Master File No. 3:14-cv-03264-JD

**STIPULATED ~~[PROPOSED]~~  
PROTECTIVE ORDER**

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the undersigned parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order (“Order”). The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3 below, that this Order does not entitle them to file confidential information under seal. Instead, Civil Local Rule 79-5 and paragraphs 22-24 of Judge Donato’s Standing Order Regarding Civil Cases together set forth the procedures that must be followed when a party seeks permission from the Court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “CONFIDENTIAL Information or Items,” production of which on a “CONFIDENTIAL” basis to another Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.4 Counsel (without qualifier): Outside Counsel and House Counsel, as well as their support staff (including but not limited to attorneys, paralegals, secretaries, law clerks, and investigators).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “CONFIDENTIAL –

ATTORNEYS' EYES ONLY."

2.6 Disclosure or Discovery Material: all items or information, including from any Non-Party, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation, along with his or her employees and support personnel, who has been retained by a Party or its Counsel to serve as an expert witness or as a consultant in this action.

2.8 House Counsel: attorneys who are employees of a Party to this action and non-attorney legal managers within the Legal Department of a Party to this litigation that is located outside of the United States who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A, as well as their support staff (including but not limited to attorneys, paralegals, secretaries, law clerks, and investigators). House Counsel does not include Outside Counsel or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel: attorneys, as well as their support staff (including but not limited to attorneys, paralegals, secretaries, law clerks, and investigators) who are not employees of a Party to this action but are retained to represent or advise a Party to this action, and any attorney outside the United States advising a Party regarding this action who has signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

2.11 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.13 Professional Vendors: persons or entities that provide litigation support services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

However, the protections conferred by this Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

### 4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

### 5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under this Order. The Designating Party, to the

1 extent practicable, shall designate for protection only those parts of material, documents, items, or oral  
 2 or written communications that qualify – so that other portions of the material, documents, items, or  
 3 communications for which protection is not warranted are not swept unjustifiably within the ambit of  
 4 this Order. In situations where it is not practicable to designate only those parts of material, documents,  
 5 items, or oral or written communications that qualify for protection under this Order, the Designating  
 6 Party is not relieved from the obligation under Section 5.2 (as qualified by Section 5.2(a)) to designate  
 7 before disclosure or production of the material, documents, items, or oral or written communications  
 8 that portions of those qualify for protection under this Order. Absent such a designation, the Receiving  
 9 Party shall have no obligation to treat the disclosed material, documents, items, or oral or written  
 10 communications as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” unless  
 11 and until notified pursuant to Section 5.3 of an inadvertent failure to designate.

12 Mass or indiscriminate designations are prohibited. Designations that are shown to be clearly  
 13 unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily encumber or retard  
 14 the case development process or to impose unnecessary expenses and burdens on other parties) expose  
 15 the Designating Party to sanctions.

16 If it comes to a Designating Party’s attention that information or items that it designated for  
 17 protection do not qualify for protection at all or do not qualify for the level of protection initially  
 18 asserted, that Designating Party must within a reasonable time notify all other Parties that it is  
 19 withdrawing or modifying the mistaken designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (*e.g.*,  
 21 Section 5.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies  
 22 for protection under this Order must be clearly so designated before the material is disclosed or  
 23 produced.

24 Designation in conformity with this Order requires:

25 (a) For information in documentary form (*e.g.*, paper or electronic documents, but excluding  
 26 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the  
 27 legend “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that  
 28 contains protected material. A Party or Non-Party that makes original documents or materials available

1 for inspection need not designate them for protection until after the inspecting Party has indicated  
2 which material it would like copied and produced. During the inspection and before the designation, all  
3 of the material made available for inspection shall be deemed “CONFIDENTIAL – ATTORNEYS’  
4 EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced,  
5 the Producing Party must determine which documents, or portions thereof, qualify for protection under  
6 this Order. Then, before producing the specified documents, the Producing Party must affix the  
7 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each page that  
8 contains Protected Material. If only a portion or portions of the material on a page qualifies for  
9 protection, the Producing Party, to the extent practicable, shall identify the protected portion(s) (*e.g.*, by  
10 making appropriate markings in the margins) and specify the level of protection being asserted.

11 (b) For testimony given in deposition, that the Designating Party designate any testimony or  
12 exhibits “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” either on the  
13 record before the close of the deposition or in writing on or before the later of thirty (30) days after  
14 receipt of the final transcript or the date by which any review by the witness and corrections to the  
15 transcript are to be completed under Federal Rule of Civil Procedure 30. If any portion of a deposition  
16 is designated, the transcript shall be labeled with the appropriate legend. If any portion of a videotaped  
17 deposition is designated, the original and all copies of any videotape, DVD, or other media container  
18 shall be labeled with the appropriate legend. Pending designation as set forth above, the entire  
19 transcript, including exhibits, shall be deemed “CONFIDENTIAL,” unless exhibits or testimony are  
20 identified on the record during the deposition as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,”  
21 in which case the entire transcript, including exhibits, shall be deemed “CONFIDENTIAL –  
22 ATTORNEYS’ EYES ONLY.” If no designation is made within the time period above, the transcript  
23 shall be considered not to contain any “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’  
24 EYES ONLY” information.

25 Any Protected Material that is used in the taking of a deposition shall remain subject to the  
26 provisions of this Order, along with the transcript pages and videotape of the deposition testimony  
27 dealing with such Protected Material. Counsel for any Producing Party shall have the right to exclude  
28 from oral depositions, other than the deponent and deponent’s counsel, any person who is not

1 authorized by this Order to receive or access Protected Material based on the designation of such  
 2 Protected Material. Such right of exclusion shall be applicable only during periods of examination or  
 3 testimony regarding such Protected Material.

4 (c) for all other information or tangible items, that the Producing Party affix in a prominent  
 5 place on the exterior of the container or containers in which the information or item is stored the legend  
 6 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEY’S EYES ONLY.” If only a portion or  
 7 portions of the information or item warrant protection, the Producing Party, to the extent practicable,  
 8 shall identify the protected portion(s) and specify the level of protection being asserted.

9 5.3 Inadvertent Failures to Designate. If a Producing Party discovers that  
 10 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information or items that  
 11 it produced were not designated as Protected Material, or that it produced information or items that  
 12 were designated as Protected Material but designated in the incorrect category, the Producing Party  
 13 may notify all other Parties of the error and identify the affected information or items and their new  
 14 designation. Thereafter, the information or items so designated will be treated as Protected Material.  
 15 After providing such notice, the Producing Party shall provide re-labeled copies of the information or  
 16 items to each Receiving Party reflecting the change in designation.

17 An inadvertent failure to designate qualified information or items does not, standing alone,  
 18 waive the Designating Party’s right to secure protection under this Order for such material. Upon  
 19 correction of a designation, the Receiving Party must make reasonable efforts to assure that the  
 20 material is treated in accordance with the provisions of this Order. Upon receiving the Protected  
 21 Material with the correct confidentiality legend, the Receiving Parties shall return or securely destroy,  
 22 at the Receiving Parties’ option, all Discovery Material reasonably accessible to the Receiving Party  
 23 that was not designated correctly. Unauthorized or inadvertent disclosure does not change the status of  
 24 Discovery Material or waive the right to hold the disclosed document or information as Protected  
 25 Material.

## 26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
 28 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality



1 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or  
2 a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
3 confidentiality designation by electing not to mount a challenge promptly after the original designation  
4 is disclosed.

5         6.2     Meet and Confer. The Challenging Party shall initiate a designation of confidentiality  
6 challenge by providing written notice of each designation it is challenging and describing the basis for  
7 each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
8 recite that the challenge to confidentiality is being made in accordance with this specific paragraph of  
9 the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin  
10 the process by conferring directly (in voice-to-voice dialogue; other forms of communication are not  
11 sufficient) within 7 days of the date of service of the written notice. In conferring, the Challenging  
12 Party must explain the basis for its belief that the confidentiality designation was not proper and must  
13 give the Designating Party 14 days to review the designated material, to reconsider the circumstances,  
14 and, if no change in designation is offered, to explain the basis for the chosen designation. A  
15 Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this  
16 meet and confer process first or establishes that the Designating Party is unwilling to participate in the  
17 meet and confer process in a timely manner.

18         6.3     Judicial Intervention. If the Parties cannot resolve a challenge without the Court's  
19 intervention, the Designating Party shall file and serve a discovery dispute letter pursuant to the  
20 Standing Order for Discovery in Civil Cases Before Judge Donato (§§ 18-20) within 30 days of the  
21 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process will  
22 not resolve their dispute, whichever is earlier. Each such discovery dispute letter must be accompanied  
23 by a certification from counsel that the Designating Party has complied with the meet and confer  
24 requirements imposed in the preceding paragraph. Failure by the Designating Party to file a discovery  
25 dispute letter including the required declaration within 30 days (or 14 days, if applicable) shall  
26 automatically waive the confidentiality designation for each challenged designation. In addition, the  
27 Challenging Party may file a discovery dispute letter challenging a confidentiality designation at any  
28 time if there is good cause for doing so, including a challenge to the designation of a deposition



transcript or any portions thereof. Any discovery dispute letter brought pursuant to this provision must be accompanied by a certification from counsel affirming that the Challenging Party has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to seek relief to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Designating Party's designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation or related appellate proceeding, and not for any other purpose whatsoever. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel in this action, as well as employees of said Outside Counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) the current or former officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably

1 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
 2 (Exhibit A);

3 (d) the Court and its personnel;

4 (e) Court reporters, stenographers, and videographers retained to record testimony in this action  
 5 and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom  
 6 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and  
 7 Agreement to Be Bound” (Exhibit A);

8 (f) during their depositions or preparation for their depositions, witnesses in the action to whom  
 9 disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be  
 10 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court;

11 (g) the author or recipient of a document containing the information or a custodian or other  
 12 person who otherwise possessed or knew the information; and

13 (h) any mediator who is assigned to hear this matter, and his or her staff, who have signed the  
 14 “Acknowledgement and Agreement to Be Bound” (Exhibit A).

15 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
 16 Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a  
 17 Receiving Party may disclose any information or item designated “CONFIDENTIAL – ATTORNEYS’  
 18 EYES ONLY” only to the following:

19 (a) the Receiving Party’s Outside Counsel in this action, as well as employees of said Outside  
 20 Counsel to whom it is reasonably necessary to disclose the information for this litigation;

21 (b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably  
 22 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
 23 (Exhibit A);

24 (c) the Court and its personnel;

25 (d) Court reporters, stenographers, and videographers retained to record testimony in this action  
 26 and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom  
 27 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and  
 28 Agreement to Be Bound” (Exhibit A);

(e) during their depositions or preparation for their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court;

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(g) any mediator who is assigned to hear this matter, and his or her staff, who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A).

#### 8. PROTECTED MATERIAL REQUESTED, SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a document request, investigatory demand for documents, subpoena or a court order (“Document Demand”) issued in other litigation or government investigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

(a) within three business days notify in writing the Designating Party. Such notification shall include a copy of the Document Demand;

(b) promptly notify in writing the party who caused the Document Demand to issue in the other litigation that some or all of the material covered by the Document Demand is subject to this Order. Such notification shall include a copy of this Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the Document Demand shall not produce any information designated in this action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the Document Demand issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its Protected Material. Nothing in these provisions should be construed as authorizing or requiring a Receiving Party in this action to disobey a lawful directive from any court.

#### 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS

1            LITIGATION

2            (a) The terms of this Order are applicable to information produced by a Non-Party in this action  
3 and designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such  
4 information produced by Non-Parties in connection with this litigation is protected by the remedies and  
5 relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-  
6 Party from seeking additional protections.

7            (b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s  
8 confidential information in its possession, and the Party is subject to an agreement with the Non-Party  
9 not to produce the Non-Party’s confidential information, then the Party shall:

10            (1) promptly notify in writing the Requesting Party and the Non-Party that some or all of  
11 the information requested is subject to a confidentiality agreement with a Non-Party;

12            (2) promptly provide the Non-Party with a copy of this Order and the relevant discovery  
13 request(s); and

14            (3) make the information requested available for inspection by the Non-Party.

15            (c) If the Non-Party fails to object or seek a protective order from this Court within 14 days of  
16 receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s  
17 confidential information responsive to the discovery request. If the Non-Party timely seeks a protective  
18 order, the Receiving Party shall not produce any information in its possession or control that is subject  
19 to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court  
20 order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
21 Court of its Protected Material.

22        10.    UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23            If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
24 Material to any person or in any circumstance not authorized under this Order, the Receiving Party  
25 must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
26 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
27 persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request  
28 such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached

hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

If information subject to a claim of attorney-client privilege, work product protection or other privilege or protection is inadvertently produced, such production shall not constitute automatic waiver of such privilege or protection pursuant to Federal Rule of Evidence 502. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5 and Judge Donato's Standing Order Regarding Civil Cases (¶¶ 22-24). Protected Material may only be filed under seal pursuant to Court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the Court, then the Receiving Party may file the information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the Court.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

1 Dated: February 9, 2015

JOSEPH SAVERI LAW FIRM, INC.

2 By: /s/ Joseph R. Saveri  
3 Joseph R. Saveri

4 Joseph R. Saveri (State Bar No. 130064)  
5 Andrew M. Purdy (State Bar No. 261912)  
6 Matthew S. Weiler (State Bar No. 236052)  
7 James G. Dallal (State Bar No. 277826)  
8 Ryan J. McEwan (State Bar No. 285595)  
9 JOSEPH SAVERI LAW FIRM, INC.  
10 505 Montgomery Street, Suite 625  
11 San Francisco, California 94111  
12 Telephone: (415) 500-6800  
13 Facsimile: (415) 395-9940  
14 Email: jsaveri@saverilawfirm.com  
15 apurdy@saverilawfirm.com  
16 mweiler@saverilawfirm.com  
17 jdallal@saverilawfirm.com  
18 rmcewan@saverilawfirm.com

*Interim Lead Class Counsel for Direct Purchaser Plaintiffs*

13 Dated: February 9, 2015

COTCHETT PITRE & MCCARTHY LLP

14 By: /s/ Steven N. Williams  
15 Steven N. Williams

16 Joseph W. Cotchett (State Bar No. 36324)  
17 Steven N. Williams (State Bar No. 175489)  
18 Elizabeth Tran (State Bar No. 280502)  
19 COTCHETT PITRE & MCCARTHY LLP  
20 840 Malcolm Road  
21 Burlingame, CA 94010  
22 Telephone: (650) 697-6000  
23 Facsimile: (650) 697-0577  
24 Email: jcotchett@cpmlegal.com  
25 swilliams@cpmlegal.com  
26 etran@cpmlegal.com

*Interim Lead Class Counsel for Indirect Purchaser Plaintiffs*



1 Dated: February 9, 2015

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY  
AND POPEO, P.C.

2  
3 By: /s/ Bruce D. Sokler  
Bruce D. Sokler

4  
5 Bruce D. Sokler (admitted *pro hac vice*)  
701 Pennsylvania Avenue NW  
6 Suite 900  
Washington, DC 20004  
7 Telephone: (202) 434-7300  
Facsimile: (202) 434-7400  
8 bdsokler@mintz.com

9 Evan S. Nadel  
10 44 Montgomery Street, 36<sup>th</sup> Floor  
San Francisco, CA 94104  
11 Telephone: (415) 432-6000  
Facsimile: (415) 432-6001  
12 enadel@mintz.com

13 *Attorneys for Defendant AVX Corporation*

14  
15 Dated: February 9, 2015

WILMER CUTLER PICKERING HALE AND  
DORR LLP

16  
17 By: /s/ Heather S. Tewksbury  
Heather S. Tewksbury

18  
19 Heather S. Tewksbury (SBN 222202)  
950 Page Mill Road  
20 Palo Alto, CA 94304  
(650) 858-6134  
21 Fax: (650) 858-6100  
Email: heather.tewksbury@wilmerhale.com

22  
23 Thomas Mueller (admitted *pro hac vice*)  
1875 Pennsylvania Avenue, NW  
24 Washington, DC 20006  
(202) 663-6766  
25 Fax: (202) 663-6363  
Email: thomas.mueller@wilmerhale.com

26  
27 *Attorneys for Defendants ELNA Co. Ltd. and ELNA*  
*America, Inc.*

1 Dated: February 9, 2015

MORGAN, LEWIS & BOCKIUS LLP

2 By: /s/ J. Clayton Everett, Jr.  
3 J. Clayton Everett, Jr.

4 Michelle Park Chiu, Bar No. 248421  
5 One Market, Spear Street Tower  
6 San Francisco, CA 94105-1126  
7 Telephone: +1.415.442.1000  
8 Facsimile: +1.415.442.1001  
9 E-mail: mchiu@morganlewis.com

10 Scott A. Stempel (admitted *pro hac vice*)  
11 J. Clayton Everett, Jr. (admitted *pro hac vice*)  
12 1111 Pennsylvania Ave., NW  
13 Washington, DC 20004  
14 Telephone: +1.202.739.3000  
15 Fax: +1.202.739.3001  
16 Email: sstempel@morganlewis.com  
17 jeverett@morganlewis.com

18 *Attorneys for Defendants EPCOS AG and EPCOS,*  
19 *Inc.*

20 Dated: February 9, 2015

MORRISON & FOERSTER LLP

21 By: /s/ Jeffrey A. Jaeckel  
22 Jeffrey A. Jaeckel

23 Paul T. Friedman  
24 Michael P. Kniffen  
25 425 Market Street  
26 San Francisco, California 94105-2482  
27 Telephone: 415.268.7000  
28 Facsimile: 415.268.7522  
Email: PFriedman@mofo.com  
Email: MKniffen@mofo.com

Jeffrey A. Jaeckel (admitted *pro hac vice*)  
2000 Pennsylvania Avenue, NW Suite 6000  
Washington, District of Columbia 20006-1888  
Telephone: 202.887.1500  
Facsimile: 202.887.0763  
Email: JJaeckel@mofo.com

*Attorneys for Defendants Fujitsu Limited,*  
*Fujitsu Semiconductor America, Inc., and*  
*Fujitsu Components America, Inc.*

1 Dated: February 9, 2015

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation

2  
3 By: /s/ Jonathan M. Jacobson  
Jonathan M. Jacobson

4 Jonathan M. Jacobson  
5 Chul Pak (admitted *pro hac vice*)  
6 Jeffrey C. Bank (admitted *pro hac vice*)  
1301 Avenue of the Americas, 40th Floor  
7 New York, New York 10019  
Telephone: (212) 497-7758  
8 Facsimile: (212) 999-5899  
9 jjacobson@wsgr.com  
cpak@wsgr.com  
10 jbank@wsgr.com

11 Jeff VanHooreweghe (admitted *pro hac vice*)  
1700 K Street, N.W., Fifth Floor  
12 Washington, DC 20006  
Telephone: (202) 973-8825  
13 Facsimile: (202) 973-8899  
14 jvanhooreweghe@wsgr.com

15 *Attorneys for Defendants Hitachi Chemical Co.,*  
16 *Ltd., Hitachi Chemical Company America, Ltd., and*  
17 *Hitachi AIC Incorporated*

1 Dated: February 9, 2015

JONES DAY

2 By: /s/ Eric P. Enson  
3 Eric P. Enson

4 Jeffrey A. LeVee (State Bar No. 125863)  
jlevee@JonesDay.com  
5 Eric P. Enson (State Bar No. 204447)  
epenson@JonesDay.com  
6 Rachel H. Zernik (State Bar No. 281222)  
rzernik@jonesday.com  
7 555 South Flower Street, Fiftieth Floor  
8 Los Angeles, CA 90071.2300  
9 Telephone: +1.213.489.3939  
Facsimile: +1.213.243.2539

10 *Counsel for Defendants Holy Stone Enterprise Co.,*  
11 *Ltd. and HolyStone International*

12 Dated: February 9, 2015

PILLSBURY WINTHROP SHAW PITTMAN  
13 LLP

14 By: /s/ Roxane A. Polidora  
15 Roxane A. Polidora

16 Roxane A. Polidora (CA Bar No. 135972)  
17 Jacob R. Sorensen (CA Bar No. 209134)  
18 Lindsay A. Lutz (CA Bar No. 254442)  
Four Embarcadero Center, 22nd Floor  
19 San Francisco, CA 94111  
Telephone: (415) 983-1000  
20 Email: roxane.polidora@pillsburylaw.com  
jake.sorensen@pillsburylaw.com  
21 lindsay.lutz@pillsburylaw.com

22 *Attorneys for Defendants*  
23 *KEMET Corporation and*  
24 *KEMET Electronics Corporation*

1 Dated: February 9, 2015

DENTONS US LLP

2 By: /s/ Bonnie Lau  
3 Bonnie Lau

4 525 Market Street, 26th Floor  
5 San Francisco, CA 94105  
6 Tel: (415) 882-5000  
7 Fax: (415) 882-0300  
8 Email: bonnie.lau@dentons.com

*Attorneys for Defendant Matsuo Electric Co., Ltd.*

9 Dated: February 9, 2015

GIBSON, DUNN & CRUTCHER LLP

10 By: /s/ George A. Nicoud III  
11 George A. Nicoud III

12 George A. Nicoud III  
13 Eli M. Lazarus  
14 555 Mission Street  
15 San Francisco, CA 94105-0921  
16 415-393-8308  
17 Fax: 415-374-8473  
18 Email: tnicoud@gibsondunn.com

*Attorneys for Defendants NEC TOKIN Corporation  
and NEC TOKIN America, Inc.*

1 Dated: February 9, 2015

K&L GATES LLP

2 By: /s/ Michael E. Martinez  
3 Michael E. Martinez

4 Scott M. Mendel (admitted *pro hac vice*)  
5 Steven M. Kowal (admitted *pro hac vice*)  
6 Michael E. Martinez (admitted *pro hac vice*)  
7 Lauren N. Norris (admitted *pro hac vice*)  
8 Lauren B. Salins (admitted *pro hac vice*)  
9 70 West Madison Street, Suite 3100  
Chicago, IL 60602  
312-372-1121  
Email: michael.martinez@klgates.com

10 *Attorneys for Defendants Nichicon Corporation and*  
11 *Nichicon (America) Corporation*

12 Dated: February 9, 2015

BAKER & MCKENZIE LLP

13 By: /s/ Douglas Tween  
14 Douglas Tween

15 Douglas Tween (admitted *pro hac vice*)  
16 Darrell Prescott (admitted *pro hac vice*)  
17 Michael Atkins (admitted *pro hac vice*)  
18 452 Fifth Avenue  
New York, NY 10018  
19 (212) 626-4355  
Fax: (212) 310-1655  
Email: Douglas.Tween@bakermckenzie.com  
20 Email: Darrell.Prescott@bakermckenzie.com  
Email: Michael.Atkins@bakermckenzie.com

21 Colin H. Murray (SBN 159142)  
22 Two Embarcadero Center, 11th Floor  
23 San Francisco, CA 94111  
24 (415) 591-3244  
Fax: (415) 576-3099  
Email: Colin.Murray@bakermckenzie.com

25 *Attorneys for Defendants Okaya Electric Industries*  
26 *Co., Ltd. and Okaya Electric America, Inc.*  
27  
28

1 Dated: February 9, 2015

WINSTON & STRAWN LLP

2 By: /s/ Jeffrey L. Kessler  
3 Jeffrey L. Kessler

4 Jeffrey L. Kessler (admitted *pro hac vice*)  
5 A. Paul Victor (admitted *pro hac vice*)  
6 David L. Greenspan (admitted *pro hac vice*)  
7 Molly M. Donovan (admitted *pro hac vice*)  
8 Mollie C. Richardson (admitted *pro hac vice*)  
9 200 Park Avenue  
10 New York, New York 10166  
11 Telephone: (212) 294-4698  
12 Facsimile: (212) 294-4700  
13 jkessler@winston.com  
14 pvictor@winston.com  
15 dgreenspan@winston.com  
16 mmdonovan@winston.com  
17 mrichardson@winston.com

18 Ian L. Papendick (SBN 275648)  
19 101 California Street  
20 San Francisco, CA 94111  
21 Tel: (415) 591-6905  
22 Fax: (415) 591-1400  
23 ipapendick@winston.com

24 *Counsel for Defendants*  
25 *Panasonic Corporation*  
26 *Panasonic Corporation of North America*  
27 *SANYO Electric Co., Ltd.*  
28 *SANYO North America Corporation*



1 Dated: February 9, 2015

O'MELVENY & MYERS LLP

2 By: /s/ Michael F. Tubach

3 Michael F. Tubach

4 Michael F. Tubach (SBN 145955)

5 Christina J. Brown (SBN 242130)

6 Two Embarcadero Center, 28th Floor

San Francisco, CA 94111

7 Telephone: (415) 984-8700

8 Facsimile: (415) 984-8701

Email: mtubach@omm.com

Email: cjbrown@omm.com

9 Kenneth R. O'Rourke (SBN120144 )

10 400 South Hope Street, 18th Floor

Los Angeles, CA 90071

11 Telephone: (213) 430-6000

12 Facsimile: (213) 430-6407

Email: korourke@omm.com

13 *Attorneys for Defendants ROHM Co., Ltd. and*  
14 *ROHM Semiconductor U.S.A., LLC*

1 Dated: February 9, 2015

HUNTON AND WILLIAMS LLP

2 By: /s/ Djordje Petkoski  
3 Djordje Petkoski

4 Djordje Petkoski (admitted *pro hac vice*)  
5 David Higbee (admitted *pro hac vice*)  
6 Leslie Kostyshak (admitted *pro hac vice*)  
7 2200 Pennsylvania Avenue, NW  
8 Washington, DC 20037  
9 Telephone: 202-955-1500  
Facsimile: 202-778-2201  
Email: dpetkoski@hunton.com  
Email: dhigbee@hunton.com  
Email: lkostyshak@hunton.com

10 M. Brett Burns (SBN 256965)  
11 575 Market Street, Suite 3700  
12 San Francisco, California 94105  
13 Telephone: 415-975-3700  
Facsimile: 415- 975-3701  
Email: mbrettburns@hunton.com

14 *Attorneys for Defendant Rubycon Corporation and*  
15 *Rubycon America Inc.*

1 Dated: February 9, 2015

McKENNA LONG & ALDRIDGE LLP

2 By: /s/ Andrew S. Azarmi  
3 Andrew S. Azarmi

4 Andrew S. Azarmi  
5 Spear Tower, One Market Plaza, 24th Floor  
6 San Francisco, CA 94150  
7 415-267-4000  
8 Fax: 415-267-4198  
9 Email: aazarmi@mckennalong.com

10 Gaspare J. Bono (admitted *pro hac vice*)  
11 Stephen M. Chippendale (admitted *pro hac vice*)  
12 1900 K Street, NW  
13 Washington, DC 20006  
14 202-496-7500  
15 Fax: 202-496-7756  
16 Email: gbono@mckennalong.com  
17 Email: schippendale@mckennalong.com

18 *Attorneys for Defendants Shinyei Kaisha, Shinyei*  
19 *Capacitor Co., Ltd., Shinyei Corporation of America,*  
20 *Inc., and Shinyei Technology Co., Ltd.*

1 Dated: February 9, 2015

HUGHES HUBBARD & REED LLP

2 By: /s/ David H. Stern  
3 David H. Stern

4 David H. Stern (CA Bar No. 196408)  
5 Carolin Sahimi (CA Bar No. 260312)  
6 350 South Grand Avenue  
7 Los Angeles, CA 90071-3442  
8 Tel: (213) 613-2800  
9 Fax: (213) 613-2950  
10 David.Stern@hugheshubbard.com  
11 Carolin.Sahimi@hugheshubbard.com

12 Ethan E. Litwin (admitted *pro hac vice*)  
13 Morgan J. Feder (admitted *pro hac vice*)  
14 Hughes Hubbard & Reed LLP  
15 One Battery Park Plaza  
16 New York, NY 10004-1482  
17 Tel: (212) 837-6000  
18 Fax: (212) 422-4726  
19 Ethan.Litwin@hugheshubbard.com  
20 Morgan.Feder@hugheshubbard.com

21 *Counsel for Defendants Soshin Electric Co., Ltd. and*  
22 *Soshin Electronics of America, Inc.*  
23  
24  
25  
26  
27  
28

1 Dated: February 9, 2015

ROPES & GRAY LLP

2 By: /s/ Mark S. Popofsky

3 Mark S. Popofsky

4 Mark S. Popofsky

5 One Metro Center

6 700 12th Street NW, Suite 900

7 Washington, DC 20005-3948

8 Telephone: (202) 508-4624

9 Facsimile: (202) 508-4650

10 mark.popofsky@ropesgray.com

11 Jane E. Willis (admission *pro hac vice* pending)

12 800 Boylston Street

13 Boston, MA 02199-3600

14 Telephone: (617) 951-7603

15 Facsimile: (617) 235-0435

16 jane.willis@ropesgray.com

17 *Attorneys for Taitso Corporation and Taitso*  
18 *America, Inc.*

1 Dated: February 9, 2015

CADWALADER, WICKERSHAM & TAFT  
LLP

2  
3 By: /s/ Daniel J. Howley  
Daniel J. Howley

4 Charles F. Rule (admitted pro hac vice)  
5 Joseph J. Bial (admitted pro hac vice)  
6 Daniel J. Howley (admitted pro hac vice)  
7 700 6th St, NW  
Washington, DC 20001  
8 Telephone: (202) 862-2200  
Facsimile: (202) 862-2400  
9 rick.rule@cwt.com  
joseph.bial@cwt.com  
10 daniel.howley@cwt.com

11 Dated: February 9, 2015

12 KAUFHOLD GASKIN LLP

13 By: /s/ Steven Kaufhold  
Steven Kaufhold

14 Steven Kaufhold (SBN 157195)  
15 Ruth Hawley (SBN 253112)  
16 388 Market Street  
San Francisco, CA 94111  
17 Telephone: (415) 445-4621  
Facsimile: (415) 874-1071  
18 skaufhold@kaufholdgaskin.com  
rhawley@kaufholdgaskin.com

19  
20 *Counsel for Defendants United Chemi-Con, Inc. and*  
21 *Nippon Chemi-Con Corporation*  
22  
23  
24  
25  
26  
27  
28

1 Dated: February 9, 2015

PEPPER HAMILTON LLP

2 By: /s/ Barbara T. Sicalides  
3 Barbara T. Sicalides

4 Thomas F. Fitzpatrick  
5 333 Twin Dolphin Drive  
6 Suite 400  
7 Redwood City, California 94065  
8 Telephone: 650.802.3600  
9 Fax: 650.802.3650  
10 fitzpatrickt@pepperlaw.com

11 Barbara T. Sicalides (admitted *pro hac vice*)  
12 Frank H. Griffin, IV (admitted *pro hac vice*)  
13 Benjamin J. Eichel (admitted *pro hac vice*)  
14 Andrew J. Pinkston (admitted *pro hac vice*)  
15 3000 Two Logan Square  
16 18th and Arch Streets  
17 Pennsylvania, PA 19103  
18 Telephone: 215.981.4000  
19 Fax: 215.981.4750  
20 Email: sicalidb@pepperlaw.com  
21 Email: griffinf@pepperlaw.com  
22 Email: eichelb@pepperlaw.com  
23 Email: pinkstoat@pepperlaw.com

Attorneys for Defendant Vishay Intertechnology Inc.

24 I attest that concurrence in the filing of this document has been obtained from each of the other  
25 signatories above.

26 DATED: February 9, 2015

27 By: /s/ Joseph R. Saveri  
28 Joseph R. Saveri

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: February 17, 2015

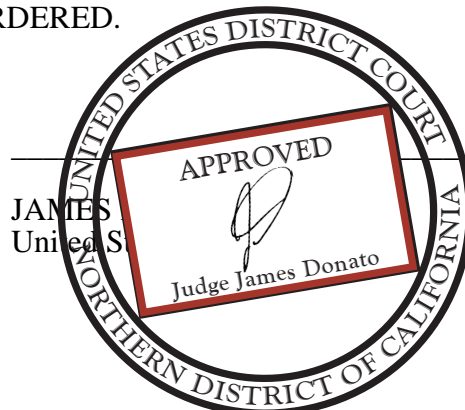




EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [FULL NAME], of \_\_\_\_\_ [FULL ADDRESS], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order (“Order”) that was issued by the United States District Court for the Northern District of California on \_\_\_\_\_ [DATE] in the case of *In re Capacitors Antitrust Litigation*, Master File No. 3:14-cv-03264-JD. I agree to comply with and to be bound by all the terms of this Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State (or Country if outside the United States) where sworn and signed:

\_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_